

1 BILL NO. S-82-04-33

2 SPECIAL ORDINANCE NO. S-78-82

3  
4 AN ORDINANCE approving a contract for  
5 Improvement Resolution No. 5926-82  
6 between the City of Fort Wayne, Indiana  
7 and Brooks Consturction Co., for  
8 the improvement of West Jefferson, Main  
9 Street, and Illinois Road intersection.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
11 WAYNE, INDIANA:

12 SECTION 1. That a certain contract, dated April 15, 1982  
13 between the City of Fort Wayne, Indiana, by and through its  
14 Mayor and the Board of Public Works and Brooks Construction Co.,  
15 for:


16 the improvement of West Jefferson, Main Street  
17 and Illinios Road intersection, consisting of  
18 traffic channelization on West Jefferson and  
19 Main Street, and widening and resurfacing of  
20 the entire intersection,

21 under Board of Public Works Improvement Resolution No. 5926-82  
22 at a total cost of \$70,237.05, all as more particularly set forth  
23 in said Contract which is on file in the Office of the Board of  
24 Public Works and is by reference incorporated herein and made  
25 a part hereof, be and the same is in all things hereby ratified,  
26 confirmed and approved.

27 SECTION 2. That this Ordinance shall be in full force  
28 and effect from and after its passage and approval by the Mayor.

29  
30  
31 APPROVED AS TO FORM AND  
32 LEGALITY APRIL 23, 1982

  
COUNCILMEMBER

  
BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Estabach,  
seconded by Stier, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_

DATE: 4-27-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Estabach,  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>✓</u>	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-11-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)  
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 5-78-82  
on the 11th day of May, 1982.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 12th day of May, 1982, at the hour of  
11:00 o'clock PM.M.,E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of May  
1982, at the hour of 4 o'clock P.M.,E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. \_\_\_\_\_

S-82-04-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Improvement Resolution No.  
5920-82 between the City of Fort Wayne, Indiana and Brooks  
Construction Co., for the improvement of West Jefferson, Main Street,  
and Illinois Road intersection

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

JOHN NUCKOLS - CHAIRMAN

BEN A. EISBART - VICE CHAIRMAN

JAMES S. STIER

MARK E. GIAQUINTA

DONALD J. SCHMIDT

*Samuel J. Talarico*  
*Ben Eisbart*  
*James Stier*  
*Mark E. Giaquinta*  
*D. Schmidt*

5-11-82 CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

4/14/82

## 75.00

cents per square foot 3.65  
 H.A.C. Base, No. 5D  
 For Widening Twenty-six dollars and twenty-five  
 cents per ton 26.25

H.A.C. Binder #9 For  
 Wedge & Leveling Twenty-six dollars and thirty  
 cents per ton 26.30

H.A.C. Surface, Type B Twenty-eight dollars and ninety-  
 five cents per ton 28.95

Plain Concrete Pavement  
 (Unfinished) 7" Fifteen dollars and seventy-five  
 cents per square yard 15.75

Compacted Aggregate  
 #53 Type "0" Seven dollars and no cents  
 per ton 7.00

Castings Adjusted to Grade One hundred and seventy-five  
 dollars and no cents per each 175.00

Adjust Valves Seventy-five dollars and no cents  
 per each 75.00

Construction Signs,  
 Type A Seventy-five dollars and no cents  
 per each 75.00

Fine Grade, Seed &  
 Mulch One dollar and no cents  
 per square yard 1.00

Borrow (Backfill Behind  
 Curbs) Five dollars and eighty-five cents  
 per ton 5.85

Topsoil Ten dollars and no cents per ton 10.00

Anchor Bolts Four dollars and fifty cents  
 per each 4.50

#### TRAFFIC SIGNING ITEMS:

Keep Right (R4-7)  
 24" x 30" Sixty-one dollars and five cents  
 per each 61.05

Do Not Enter (R5-1)  
 30" x 30" Seventy-three dollars and seventy  
 cents per each 73.70

Stop (R1-1) 30" x 30" Seventy-three dollars and seventy  
 cents per each 73.70

One Way (R6-2R) 24" x 30" Sixty-one dollars and five cents  
 per each 61.05

One Way (R6-2L) 24" x 30" Sixty-one dollars and five cents  
 per each 61.05

No Left Turn (R3-1L)  
 24" x 24" Fifty dollars and thirty-three  
 cents per each 50.33

10 Ft. 2 Lb. Galvanized  
 U-Channel Post For Keep  
 Right Signs Sixteen dollars and fifty cents  
 per each 16.50

12 Ft. 3 Lb. Galvanized  
 U-Channel Post For One Way,  
 Do Not Enter, and Stop -  
 No Left Turn Twenty-five dollars and thirty  
 cents per each 25.30

#### PAVEMENT STRIPING ITEMS:

6" Solid White One dollar and eighty cents per  
 lineal foot 1.80

6" Skip White (15-25) One dollar and eighty cents per  
 lineal foot 1.80

6" Skip White (2-4) One dollar and eighty cents per  
 lineal foot 1.80

6" Solid Yellow One dollar and eighty cents per  
 lineal foot 1.80

6" Cross Hatch Yellow One dollar and eighty cents per  
 lineal foot 1.80

Left Arrow-Only Combination Two hundred and seventy-five  
 dollars and no cents per each 275.00

PAVEMENT STRIPING SUB-TOTAL Seven thousand, three hundred and  
 eighty-two dollars and eighty cents \$7,382.80

TRAFFIC SIGNING SUB-TOTAL One thousand, two hundred and four  
 dollars and fifty-one cents \$1,204.51

TRAFFIC SIGNING ITEMS:

Keep Right (R4-7) 24" x 30"	Sixty-one dollars and five cents per each	61.05
Do Not Enter (R5-1) 30" x 30"	Seventy-three dollars and seventy cents per each	73.70
Stop (R1-1) 30" x 30"	Seventy-three dollars and seventy cents per each	73.70
One Way (R6-2R) 24" x 30"	Sixty-one dollars and five cents per each	61.05
One Way (R6-2L) 24" x 30"	Sixty-one dollars and five cents per each	61.05
No Left Turn (R3-1L) 24" x 24"	Fifty dollars and thirty-three cents per each	50.33

10 Ft. 2 Lb. Galvanized U-Channel Post For Keep Right Signs	Sixteen dollars and fifty cents per each	16.50
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12 Ft. 3 Lb. Galvanized U-Channel Post For One Way, Do Not Enter, and Stop - No Left Turn	Twenty-five dollars and thirty cents per each	25.30
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PAVEMENT STRIPING ITEMS:

6" Solid White	One dollar and eighty cents per lineal foot	1.80
6" Skip White (15-25)	One dollar and eighty cents per lineal foot	1.80
6" Skip White (2-4)	One dollar and eighty cents per lineal foot	1.80
6" Solid Yellow	One dollar and eighty cents per lineal foot	1.80
6" Cross Hatch Yellow	One dollar and eighty cents per lineal foot	1.80
Left Arrow-Only Combination	Two hundred and seventy-five dollars and no cents per each	275.00

PAVEMENT STRIPING SUB-TOTAL	Seven thousand, three hundred and eighty-two dollars and eighty cents	\$7,382.80
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TRAFFIC SIGNING SUB-TOTAL	One thousand, two hundred and four dollars and fifty-one cents	\$1,204.51
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ROAD ITEMS SUB-TOTAL	Sixty-one thousand, six hundred and forty-nine dollars and seventy- five cents	\$61,649.75
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GRAND TOTAL	Seventy thousand, two hundred and thirty-seven dollars and five cents	\$70,237.05
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The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5926-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before June 30, 1982 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 15th

day of April, 1982

ATTEST:

[Signature]  
Corporate Secretary Asst. Secretary

BROOKS CONSTRUCTION COMPANY

BY: [Signature]

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]  
Robert Anderson

ATTEST:

[Signature]  
Secretary and Clerk

Its Board of Public Works and Mayor.

[Signature]  
ASSOCIATE CITY ATTORNEY



BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,



- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

# Improvement Resolution

FOR STREET IMPROVEMENT

No. 5926 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve West Jefferson, Main Street, and Illinois Road  
Intersection. The improvement will consist of traffic channelization on West Jef-  
ferson and Main St., and widening and resurfacing of entire intersection.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder  
will be to the general public of the City of Fort Wayne and that no special benefits  
will accrue to any property owner adjoining said improvement or otherwise assessable  
under said improvement. The cost of said improvement shall be paid 100% by the City  
of Fort Wayne from Local Road & Street Account.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary & Clerk

BOARD OF PUBLIC WORKS: {  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we BROOKS CONSTRUCTION COMPANY  
as Principal, and the American States Insurance Company  
\_\_\_\_\_, a corporation organized under the laws of the  
State of Indiana, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of SEVENTY THOUSAND, TWO  
HUNDRED AND THIRTY-SEVEN DOLLARS AND FIVE CENTS -----  
(\$ 70,237.05-----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 15th day of April, 19 82,  
enter into a contract with the City of Fort Wayne to construct  
Resolution No. 5926-82

To improve West Jefferson, Main Street, and Illinois Road Intersection. The  
improvement will consist of traffic channelization on West Jefferson and Main  
Street, and widening and resurfacing of entire intersection.

at a cost of \$ 70,237.05-----, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

BROOKS CONSTRUCTION COMPANY  
(Contractor)

BY: Robert F. Brooks

ITS: Pres

ATTEST:

Robert F. Brooks  
Asst. Treasurer

(Title)

American States Insurance Co.

Surety

\*BY: W. Richard Gungor

Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint \_\_\_\_\_

-----N. RICHARD BOERGER AND RONALD L. WIGHTMAN-----

(Jointly or Severally)

of Fort Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall not

exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"  
IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 19th day of May

A. D. 19 81

(SEAL)

ATTEST

STATE OF INDIANA }  
COUNTY OF MARION } SS:

Thomas M. Ober  
Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By

Alanson T. Abel  
Assistant Vice-President

On this 19th day of May, A. D. 19 81, before me personally came

Alanson T. Abel

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1984

My Commission Expires

STATE OF INDIANA }  
COUNTY OF MARION } SS:

William J. Foster  
Notary Public

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the President or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 15th day of April

A. D. 19 81

(SEAL)

Form 9-1459 (8-80)

Thomas M. Ober  
Assistant Secretary

009-576

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- BROOKS CONSTRUCTION COMPANY -----

(Name of Contractor)

----- 1123 BARTHOLD, FORT WAYNE, INDIANA -----

(Address)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and American States Insurance  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SEVENTY THOUSAND, TWO HUNDRED AND THIRTY-SEVEN DOLLARS AND FIVE CENTS -----  
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 15th day of April, 19 82, for the construction of:

Resolution No. 5926-82

To improve West Jefferson, Main Street, and Illinois Road Intersection. The improvement will consist of traffic channelization on West Jefferson and Main Street, and widening and resurfacing of entire intersection.

at a cost of SEVENTY THOUSAND, TWO HUNDRED AND THIRTY-SEVEN DOLLARS AND FIVE CENTS -----

(\$ 70,237.05 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three counter-  
(number)  
parts, each one of which shall be deemed an original, this 15 day of  
April, ~~XXXX~~ 1982.

(SEAL)

ATTEST:

*[Signature]*  
(Principal) ~~Secretary~~  
Principal Asst. Secretary

*Joyce L. Smith*  
Witness as to Principal  
1123 Barthold Street  
(Address)  
Fort Wayne, Indiana

BROOKS CONSTRUCTION COMPANY  
Principal  
BY *Robert F. Brooks*  
*Pres*  
(Title)

1123 Barthold St Ft. Wayne  
(Address) IND.

American States Insurance Company  
Surety  
BY *W. Michaela Berger*  
Attorney-in-Fact  
(Authorized Agent)

Indianapolis, Indiana  
(Address)

*Andrew F. Brooks*  
Witness as to Surety  
1123 Barthold Street  
(Address)  
Fort Wayne, Indiana

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint \_\_\_\_\_

-----N. RICHARD BOERGER AND RONALD L. WIGHTMAN-----

(Jointly or Severally)

of Fort Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall not

exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 19th day of May

A. D. 19 81

(SEAL)

ATTEST: Thomas M. Ober

Assistant Secretary

STATE OF INDIANA }  
COUNTY OF MARION } SS:

AMERICAN STATES INSURANCE COMPANY

By: Alanson T. Abel

Assistant Vice-President

On this 19th day of May, A. D. 19 81, before me personally came

Alanson T. Abel

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1984

My Commission Expires

STATE OF INDIANA }  
COUNTY OF MARION } SS:

John J. Foster  
Notary Public

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 15th day of April

A. D. 19 81

(SEAL)

TITLE OF ORDINANCE Improvement Resolution 5926-82

5-82-04-33

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE To improve West Jefferson, Main Street, and Illinois Road  
intersection, the improvement will consist of traffic channelization on West  
Jefferson and Main Street, and widening and resurfacing of entire intersection.  
Brooks Construction Co. has been awarded the contract.

EFFECT OF PASSAGE improvement of a dangerous intersection

EFFECT OF NON-PASSAGE excessive accident rate will continue

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$70,237.05 to be paid 100%  
by the City of Fort Wayne from local Road & Street Account

ASSIGNED TO COMMITTEE \_\_\_\_\_

*Pullin*